

**THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

IN RE:

William Lee Douglas

Debtor(s).

**CASE NO. 8:11-bk-12773-CED
CHAPTER 13**

MOTION FOR RELIEF FROM CO-DEBTOR STAY

**NOTICE OF OPPORTUNITY TO
OBJECT AND REQUEST FOR HEARING**

Pursuant to Local Rule 2002-4, the Court will consider this motion, objection, or other matter without further notice or hearing unless a party in interest files a response within 21 days from the date set forth on the proof of service attached to this paper plus an additional three days for service. If you object to the relief requested in this paper, you must file your response with the Clerk of the Court at Sam M. Gibbons U.S. Courthouse, 801 N. Florida Ave., Suite 555, Tampa, FL 33602 and serve a copy on the Movant's attorney, Ronald R Wolfe & Associates, P.L., P.O. Box 25018, Tampa, Florida 33622-5018 and any other appropriate persons within the time allowed.

If you file and serve a response within the time permitted, the Court may schedule and notify you of a hearing, or the Court may consider the response and may grant or deny the relief requested without a hearing. If you do not file a response within the time permitted, the Court will consider that you do not oppose the relief requested in the paper, will proceed to consider the paper without further notice or hearing, and may grant the relief requested.

Comes now, WELLS FARGO BANK, N.A. ("Movant"), its successors and/or assigns, seeking modification of the co-debtor stay in this case in order to exercise any and all rights Movant may have in the collateral described below and for cause would show the Court as follows:

1. On July 01, 2011, William Lee Douglas ("Debtor" as used herein shall include both Debtors in a joint case), filed for relief under Chapter 13 of the U.S. Bankruptcy Code.

2. Jurisdiction of this cause is granted to the Bankruptcy Court pursuant to 28 U.S.C. § 1334, 11 U.S.C. § 1301, and all other applicable rules and statutes affecting the jurisdiction of the Bankruptcy Courts generally.

3. Noteholder, directly or through an agent, has possession of the promissory note. The promissory note is either made payable to Noteholder or has been duly endorsed.

4. On April 05, 2005, William L Douglas and Joy L Douglas, executed and delivered a Promissory Note (the "Note") payable to the order of Wachovia Bank, National Association in the principal amount of \$199,183.07. To secure the payment of the Note, William L Douglas and Joy Lynn Douglas executed a Mortgage (the "Mortgage"). (A copy of the Mortgage, together with the Note and Assignments as applicable, are attached hereto as Composite Exhibit A).

5. Movant is entitled to enforce the Note and Mortgage, which secures the below described property. See loan documents attached hereto as Composite Exhibit A.

**LOT 4, WARD SUBDIVISION, ACCORDING TO THE PLAT
THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 192 AND
193, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FL.**

a/k/a 4913 30TH AVE E, BRADENTON, FL 34208

6. Movant seeks relief from the co-debtor stay as to Joy L Douglas pursuant to 11 U.S.C § 1301(c)(2) and § 1301(d), as the Debtor's plan provides for payments to be made by the Debtor directly to the Movant.

7. As set forth in the Direct Pay Affidavit attached to this motion, the Debtor's pleadings show that the Debtor will pay Movant outside of the Chapter 13 Plan. As a result, the Movant's interest in the property is not being protected through future payments on its debt. The proposed direct pay of the Movant's collateral constitutes sufficient cause under 11 U.S.C. § 362 for the Court to grant the relief sought by the Movant. A copy of the affidavit is attached hereto as Exhibit B.

8. Additionally, when considering legal fees, carrying costs, closing charges, and realtor commissions, it is evident that there is little or no equity for the benefit of other creditors; moreover, Movant, contends that any equity over and above the indebtedness, should it exist, does not constitute adequate protection as contemplated by the U.S. Bankruptcy Code.

9. As of December 1, 2011, Fed. R. Bankr. P. 3002.1 was amended to require a Notice of Payment Change, Notice of Fees, Expenses and Charges and Notice of Final Cure Payment to be filed by a creditor, as a supplement to a claim filed on the Debtor's principal residence that is being provided for in the Plan, pursuant to §1322(b)(5). As the Debtor's Plan does not provide for payments pursuant to §1322(b)(5), Movant seeks a waiver of the requirements under Fed. R. Bankr. P. 3002.1.

WHEREFORE, Movant prays that this Court enter an order modifying the automatic stay under 11 U.S.C. § 1301 to permit Movant to take all steps necessary to exercise any and all rights it may have in the collateral described herein, to gain possession of said collateral, and to have such other and further relief as is just.

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ATTORNEY FOR WELLS FARGO BANK,
N.A.

B15002840

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing Motion for Relief from Co-Debtor Stay has been furnished by regular U. S. Mail to all parties listed below on August 27, 2015.

William Lee Douglas
4913 30th Ave East
Bradenton, FL 34208

Joy L Douglas
4913 30th Ave East
Bradenton, FL 34208

I HEREBY CERTIFY that a copy of the foregoing Motion for Relief from Co-Debtor Stay has been furnished by Electronic Mail to all parties listed below on August 27, 2015.

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